

**TRINITY COUNTY
WEED MANAGEMENT CO-OPERATIVE
MEMORANDUM OF UNDERSTANDING**

Between:

**Trinity County Resource Conservation District
USDI Bureau of Land Management, Redding Field Office
USDA Forest Service, Shasta-Trinity National Forest
Sierra Pacific Industries
USDA Forest Service, Six Rivers National Forest
Safe Alternatives for our Forest Environment (S.A.F.E.)
Trinity County Department of Agriculture
Trinity County Resource Conservation & Development
Trinity Riders Association
California Department of Fish and Game, Region 1
California Department of Transportation, District 2
California Department of Forestry and Fire Protection
California Department of Food and Agriculture**

I. PURPOSE:

This MEMORANDUM OF UNDERSTANDING is made and entered into by the above parties. The purpose of this MOU is to establish a noxious weed management cooperative whose efforts and activities will assess, plan and implement noxious weed management within public and private lands of Trinity County. Such activities would complement the missions of all parties and be in the best interest of the public.

The Noxious Weed Management Co-operative recognized that:

Whereas, noxious weeds are displacing native ecosystems, and agricultural and forestry industries, and

Whereas, the environmental quality of Trinity County is a valuable resource to be protected from adverse biological impacts and from unsound practices,

Therefore, a collaborative, effective and environmentally sound effort must be made to educate the public and make weed management strategies using scientifically based integrated pest management principles to reduce the spread of noxious weeds.

**II. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES
TO:**

1. Participate as a cooperative partner in the Trinity County Weed Management Cooperative (TCWMC).
2. Maintain an objective and supportive relationship with the TCWMC to effectively set and achieve goals and objectives.

3. Provide support, assistance and expertise as an appointed representative of your group or organization.
4. Review this MOU and make revisions and updates as necessary to meet the purpose of this agreement. Amendments shall become effective upon written approval by all partners. Modifications within the scope of this MOU shall be made by the issuance of a mutually-agreed executed modification prior to any changes being performed.
5. Reach all decisions by consensus of the Cooperative.
6. NON-FUND OBLIGATION DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything involving reimbursement or contribution of funds between the parties to this instrument will be handled with applicable laws, regulation, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority of noncompetitive award to any cooperator or any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
7. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
8. Meetings will take place periodically to discuss and identify opportunities for mutually beneficial projects and activities.
9. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts any of the undersigned parties from participating in similar activities with other public and private agencies, organization, and individuals.
10. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through **September 30, 2006**, at which time it will expire unless extended.
11. New parties may petition for membership and may join the agreement with a two-thirds approval by existing parties.
12. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

THE PARTIES HERETO have executed this Memorandum of Understanding.

Pat Frost
Trinity County Resource Conservation District
PO Box 1450
Weaverville, CA 96093

PAT FROST

Date

Director, Trinity County Resource Conservation District

Chuck Schultz, Redding Field Office Manager
USDI Bureau of Land Management
Redding Field Office
355 Hemsted
Redding, CA 96002

CHUCK SCHULTZ

Date

Redding Field Office Manager, Bureau of Land Management

J. Sharon Heywood, Forest Supervisor
USDA Forest Service
Shasta-Trinity National Forest
2400 Washington Avenue
Redding, CA 96001

J. SHARON HEYWOOD

Date

Forest Supervisor, Shasta-Trinity National Forests

Thomas L. Walz, District Manager
Sierra Pacific Industries
PO Box 478
Weaverville, CA 96093

THOMAS L. WALZ

Date

District Manager, Sierra Pacific Industries

S.E. "Lou" Woltering, Forest Supervisor
USDA Forest Service
Six Rivers National Forest
1330 Bayshore Way
Eureka, CA 95501-3834

S.E. "LOU" WOLTERING

Date

Forest Supervisor, Six Rivers National Forest

Doug Nowacki, President
Safe Alternatives for our Forest Environment
PO Box 820
Hayfork, CA 96041-0820

DOUG NOWACKI

Date

President, Safe Alternative For Our Forest Environment

Mark T. Lockhart, Agricultural Commissioner
Trinity County Department of Agriculture
PO Box 1466
Weaverville, CA 96093

MARK T. LOCKHART

Date

Agricultural Commissioner, Trinity County Department of Agriculture

Chris Erickson, President
Trinity County Resource Conservation & Development Council
PO Box 1450
Weaverville, CA 96093-1450

CHRIS ERIKSON

Date

President, Trinity County Resource Conservation & Development Council

Jerry Hlavac, President
Trinity Riders Association
PO Box 344
Hayfork, CA 96041-0344

JERRY HLAVAC
President, Trinity Riders Association

Date

Donald B. Koch
Regional Manager
Department of Fish and Game
601 Locust Street
Redding, CA 96001

DONALD B. KOCH
Department of Fish and Game

Date

Thom Niesen, District Director
California Department of Transportation, District 2
PO Box 496073
Redding, CA 96049

THOM NIESEN
District Director, California Department of Transportation

Date

Steve Gasaway, Area Forester
California Department of Forestry and Fire Protection
PO Box 1296
Weaverville, CA 96093

STEVE GASAWAY
Area Forester, California Department of Forestry and Fire Protection

Date

Steve Schoenig, Senior Research Scientist
Plant Health and Pest Prevention Services
Integrated Pest Control Branch
1220 N Street, Room a-357
Sacramento, CA 95814

STEVE SCHOENIG
Senior Research Scientist

Date